

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Advantage Associates Inc 908 Pennsylvania Ave SE. Washington, DC 20003		2. Registration No. 05419
3. Name of foreign principal Embassy of The Republic of Uzbekistan	4. Principal address of foreign principal 1746 Massachusetts Ave NW Washington, DC 20036	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. Foreign Ministry b) Name and title of official with whom registrant deals. Shavkat Shodiyevich Khamrakulov		
7. If the foreign principal is a foreign political party, state: a) Principal address. N/A b) Name and title of official with whom registrant deals. c) Principal aim		

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

N/A Yes ☒ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

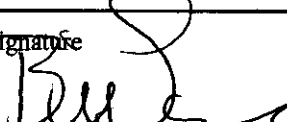
Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A	Name and Title	Signature
2.12.02	Bill Sarpalius President/CEO	

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant <i>Advantage Associates Inc</i>	2. Registration No. <i>05419</i>
3. Name of Foreign Principal <i>Embassy of The Republic of Uzbekistan</i>	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To represent Uzbekistan in the U.S. before Congress & the agencies of the U.S. government.


8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Assistance with foreign aid, tracking of
Proposed legislation, assisting in publicity
for Uzbekistan with Congress, Administration
& federal agencies

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

N/A

Date of Exhibit B	Name and Title	Signature
2.12.02	Bill Sarpalius/Pres/CEO	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

COOPERATION AGREEMENT
between the Embassy of the Republic of Uzbekistan and
ADVANTAGE ASSOCIATES, Inc.

The Embassy of the Republic of Uzbekistan in the United States and Advantage Associates, Inc. ("ADVANTAGE"), a corporation founded in the District of Columbia, USA, (hereinafter referred to as the Parties), in consolidation and consideration of their mutual promises each to the other, and other good and valuable consideration for the purposes stated herein on the date hereof to wit:

1) The purpose of this Cooperation Agreement is facilitating organizing an association for mutual benefit. Specifically, ADVANTAGE ASSOCIATES, Inc. is desirous of representing the EMBASSY of THE REPUBLIC OF UZBEKISTAN ("UZBEKISTAN"); THE EMBASSY is desirous of obtaining the assistance of ADVANTAGE ASSOCIATION, Inc. in securing representation before the US Congress, the Administration, and its agencies, regulatory commissions; assistance in dealing with the IMF and World Bank; assistance in attraction of private investment into the economy of the Republic of Uzbekistan; and use its best efforts on bilateral trade agreements.

Priority directions of assistance of the ADVANTAGE ASSOCIATES, Inc. are reflected in the Addendum to this Agreement, which is its integral part, and which is covered by all provisions of this Agreement.

2) Accordingly, the Parties agree to establish a mutual association for the purposes of this agreement. The association is not a Partnership. The Parties are independent contractors associated for mutual benefit. Each party shall be responsible only for his\here\its own actions, debts, and\or liabilities.

3) In consideration for the assistance of ADVANTAGE ASSOCIATES, Inc. to represent, the Embassy assigns to ADVANTAGE ASSOCIATES, Inc. the rights of representation in the United States.

4) The Parties agree to use their best efforts to cooperate for mutual benefit of the objectives.

5) The Embassy of the Republic of Uzbekistan will pay m\$ 25,000 on a monthly basis to ADVANTAGE ASSOCIATES, Inc. for ongoing assistance and solving the mentioned

tasks. Payment shall be made on the first day of each month in advance of that moth's activities. The retainer of \$ 25,000 to the account of ADVANTAGE ASSOCIATES, Inc. will effectuate this Agreement.

6) The Parties agree to exercise good faith and due diligence and cooperate fully to achieve the purpose of this Agreement including execution of necessary documents for the completion of matters arising there from.

7) This is an entire agreement and is confidential. The agreement is non-assignable unless otherwise expressly agreed by the Parties. All actions carried out by the Parties with aim at implementation of this Agreement, are also confidential and are not subject to disclosure to third parties unless otherwise expressly agreed by the Parties.

8) If agreed by the Parties, this Agreement can be introduced amendments, as its integral parts. Each Party agrees to carry out any further actions, execute and submit further any document, accordingly required for fulfillment of the provisions of this Agreement.

9) The terms of the Agreement shall be three-hundred-sixty-five (365) days, beginning February 1, 2002. Payment shall be made on the first day of each month in advance of that month's activities. The first payment shall include first and last months' payments (50.000 USD). If agreed by the Parties, the Agreement can be extended from year to year unless otherwise terminated by one of the Parties. The Agreement may be terminated by ninety (90) days written notice of either party to the address stated herein.

10) All negotiations, transactions, and agreements contemplated are exclusive to the Parties. All notices shall be delivered by facsimile and express courier to the addresses hereinafter given. All electronically transmitted documents regarding this Agreement and subsequent matters between the Parties shall hold the same force as effect as the original documents and to be subsequently replaced by the original documents.

WHEREAS, the signatories hereby confirm that this is a legal document and having read and understood the above agreement, the parties identified below affix their signatures hereto and thereby acknowledge and further accept the terms and conditions of this agreement.

Witness or Attest:

Joe Walker
Name

Date: 2/5/02

ADVANTAGE ASSOCIATES, INC

By:

Bill Sarpalius
Bill Sarpalius, CEO
908, Pennsylvania Avenue, SE
Washington, DC 20003
Tel.: (USA) 202-544-5666
Fax: (USA) 202-544-4647

Witness or Attest:

Shavkat Shodiyevich Khamrakulov
Name

Date: 02/05/2002

REPUBLIC OF UZBEKISTAN

By:

Shavkat Shodiyevich Khamrakulov
Shavkat Shodiyevich Khamrakulov
Ambassador
1746, Massachusetts Avenue, NW
Washington DC 20036
Tel.: (USA) 202-887-5300

APPENDIX № 1
to the Cooperation Agreement between the Embassy of the
Republic of Uzbekistan to the United States and
ADVANTAGE ASSOCIATES, Inc.

The Embassy of the Republic of Uzbekistan to the United States and ADVANTAGE ASSOCIATES, Inc. (hereinafter referred to as the **Parties**) based on the provisions of the Cooperation Agreement as priority directions of the assistance of the ADVANTAGE ASSOCIATES, Inc. have agreed to identify the ways how to reach the following objectives:

1) Forming the package of financial assistance to the Republic of Uzbekistan to introduce current convertibility of the national currency.

The Parties have agreed to actively cooperate with the representatives of the US Department of Treasury on the issues of:

- extension of US concessional loan to support the state budget and balance of payment of the Republic of Uzbekistan at the amount of not less than \$ 200mln. in 2002-2003 fiscal years;

- reaching agreement between Uzbekistan and IMF on the program of financial cooperation envisaging the right of obtaining the resources from IMF not later than August 2002 at the amount of not less than 60% of the Republic's quota (approximately \$150 mln);

- extension of adjustment loan of IBRD for social protection of population of Uzbekistan for the period of implementing the measures aimed at further liberalization of the economy at the amount of not less than \$160mln.;

- financial assistance from ADB to support state budget expenditures to implementing reforms in the area of education at the amount of not less than \$120mln;

2) Raising the amounts of the US food aid to the Republic of Uzbekistan;

The Parties agree to cooperate with including representatives of the USDA on the issues of:

- supply (for the needs of the Republic of Uzbekistan) of soy beans at the amount of up to 100,000 m.t. within the

current USDA programs on providing of grant food aid PL-Section 416(b) to the developing countries;

- inclusion of the Republic of Uzbekistan into the list of the countries which in 2003 will be covered by the program of grant food aid PL-Section 416(b) at the amount of not less than \$30mln.;

- inclusion of the Republic of Uzbekistan into the list of the countries for which in 2003 will be made available long term soft loans of the USDA within the program PL-480 for purchasing different agricultural products of the United States (soy beans, hard wheat, milk powder and etc.) at the amount of not less than \$50mln.;

- continuation of implementation in 2003 (within the FOOD FOR PROGRESS program) with participation of US NGOs of socially oriented projects in the Republic of Uzbekistan through supply of agricultural products and further sales at the amount of up to \$10mln.

3) Promotion of solving the issues on raising the volumes of humanitarian aid to overcome the consequences of the drought and water shortage which make negative impact on the life and activities of the population of the regions of the country in the lower Amudaryo through supply of necessary equipment, pharmaceuticals as well as micro-credits for creation of new jobs;

4) Accelerating the procedure of attraction of financing through special government programs for foreign partner-states of the United States including use of financial facilities of the USEXIMBANK, OPIC, USAID, TDA and other institutions, NGOs and investment funds.

5) Providing of the USEXIMBANK loans for implementation of investment projects in the priority sectors of economy:

- for technical equipment of the specialized colleges and lyceums within the frameworks of supporting the National Human Resource Development Program at the amount of up to \$ 100 mln. through direct long-term concessional loans;

- financial assistance for modernizing of generating capacities through introduction of energy saving technologies, development of transport infrastructure, support in development of SMEs.

6) Assistance in negotiating the possibility of re-scheduling (on the long-term, preferential basis) of the current debt (scheduled for repayment in 2002) to the USEXIMBANK on the loans for purchase of Boeing aircraft, farm machinery manufactured by Case, construction of Shurtan Gas and Chemical Complex at the amount of up to \$ 100 mln.

7) Support to raising the size of the state budget for providing grants, humanitarian aid and technical assistance to the Republic of Uzbekistan through TDA and USAID programs aimed at development of cooperation in the following areas:

- joint studies aimed at development of feasibility studies for attraction of the US investment into implementation of investment projects, including in the area of SMEs;

- introduction of international standards of quality and certification of export products, application of modern marketing technologies;

- joint research with aim at development of scientific and production base of introduction of energy saving technologies;

- development of scientific base of the ITs;

- expansion of training programs for re-training the teaching staff of the specialized colleges and lyceums in the area of information technologies, financial services, management of small and medium scale enterprises.

8) Organizing regular publications in the most authoritative mass media of the United States (New York Times, Washington Post, Wall Street Journal) which foster improvement of political, economic and investment image of the Republic of Uzbekistan.

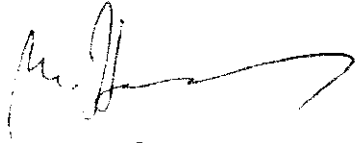
For execution of this Addendum, the Parties have agreed on the following:

1) ADVANTAGE ASSOCIATES, Inc. undertakes to provide:

- monthly reports on promotion of the interests of the Republic of Uzbekistan in acceleration of the procedures of consideration and taking decision on providing financial resources within economic programs of the Government of the United States and international finance institutions in accordance with priorities of the Republic of Uzbekistan;

-weekly (if required on-line) data on main tendencies in political and business circles of the United States in regards of the Republic of Uzbekistan with recommendations to the Uzbek side on the need to take timely preventive measures for positive solution of all issues.

2) The Embassy of the Republic of Uzbekistan to the United States will assist in formulation of necessary requests and assignments, providing relevant initial data, required for their fulfillment.



For the Embassy
of the Republic of Uzbekistan



For the ADVANTAGE
ASSOCIATES, Inc.